



VENDOR CONTRACT BETWEEN CAREERSOURCE HEARTLAND AND CONCERTIUM FOR INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT is entered into between CareerSource Heartland, hereinafter referred to as CSH, with administrative offices at 5901 US Hwy. 27 S, Suite 1, Sebring, Florida, 33870, and Enablewise LLC dba Concertium, with offices at 4012 Gunn Hwy, Suite 250, Tampa, Florida 33618, hereinafter referred to as the "Contractor", to provide Information Technology (IT) services in support of all CSH locations.

DeSoto Office
2160 NE Roan Ave
Arcadia, FL 34266

Hardee Office
324 6th Ave N
Wauchula, FL 33874

Highlands Office
5901 US Hwy 27 S
Sebring, FL 33870

Okeechobee Office
207 SW Park St
Okeechobee, FL34972

CSH agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed forty-seven thousand dollars and no cents (\$47,000.00), subject to the availability of funds. This contract may be amended during the term noted below.

This Contract - the first (1st) of three (3) possible contract terms - begins on July 1, 2025 and ends on June 30, 2026. CSH is not obligated to pay for costs incurred related to this contract prior to the begin date or after the end date. This contract, which incorporates Attachment 1, General Provisions; Attachment 2, Scope of Work, Attachment 3, Agreement for Payment, Concertium's Master Services Agreement and Prepared Quote/Managed IT Contract, and all noted Exhibits, contains all the terms and conditions agreed upon by both parties.

By signing this contract, Contractor certifies compliance with the laws and regulations outlined in Attachment 1.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized undersigned officials.

CONCERTIUM
[Signature]

CAREER SOURCE HEARTLAND

Robert Atherton
President/CEO

Donna Doubleday
President/CEO

Date

Date

CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

## ATTACHMENT 1: GENERAL PROVISIONS

### A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

### B. Laws and Regulations

1. Contractor shall comply fully with non-discrimination and equal opportunity provisions of the following:
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin;
  - b. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination of the basis of sex in educational programs;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
  - e. Section 188 of the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participate in any WIA/WIOA Title I financially assisted program or activity;
  - f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
  - g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - h. Executive Order (EO) 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemental in Department of Labor regulation 29 CFR parts 33 and 37, as well as 41 CFR part 60, and 45 CFR part 80 if applicable.

**Signed Certification on file for items a-e.**

2. When applicable, for contracts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall report any violation of the above to CSH.
3. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 42 U.S.C. 6201).
4. As applicable, Contractor will comply with the:
  - a. Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by the Dept. of Labor (DOL) regulations 29 CFR Part 5;
  - b. Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
5. When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. **Signed Certification on file.**
6. When applicable, as required by the regulation implementing EO 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. **Signed Certification on file.**
7. Contractor must provide a sworn statement regarding Public Entity Crimes as identified in 287.133, F.S. **Signed certification on file.**
8. Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
9. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CSH in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements", and any implementing regulations issued by the awarding agency.

10. As applicable, Contractor will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
11. The Pregnancy Discrimination Act (PDA) prohibits discrimination based on pregnancy regarding any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment;
12. Title VII prohibiting discrimination against an individual because of gender, gender identity, including transgender status, sexual orientation, or connections to organizations or groups that are generally associated with people of a certain sex;
13. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money; and 2) the dollar amount of Federal funds for the project or program.
14. The contractor's responsibilities include the adherence to auditing standards generally accepted in the United States of America Government Auditing Standards and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* - Uniform Guidance.
15. Conflict of Interest. **Signed Certification on file.**
16. Procurement of Recovered Materials  
Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.
17. Domestic Preferences For Procurements  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.
18. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.
19. E-Verify  
Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**C. Termination for Cause and for Convenience**

1. Termination Due to Lack of Funds: If for any reason funds to finance this contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. CSH shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: CSH may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. CSH will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, CSH may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSH will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within forty-five (45) calendar days of termination date.

Contractor shall provide CSH with written notice of any perceived breach and extend CareerSource Heartland ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This contract may be terminated by either party for convenience when it is in their best interest. CSH may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSH at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

5. Arbitration Clause: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This contract shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration, or other, shall be Highlands County, Florida

## ATTACHMENT 2: SCOPE OF WORK

The full contract incorporates Concertium's Master Services Agreement and Prepared Quote/Managed IT Contract. See those documents for details on the services provided. The scope of services is intended to ensure proper operation of CSH's networked computer system, equipment, and related network infrastructure. It is anticipated to include but not necessarily be limited to services provided by the currently contracted provider.

**NOTE:** Provider serves as a support element furthering the organizational goals of the CareerSource Heartland IT Department. The provider does not assume the role of the CareerSource Heartland IT Department. All actions suggested by the provider to modify equipment or services must be in service to organizational goals and approved by the IT Director before implementation.

CSH provides critical services at each location and is required to maintain documentation following governmental records retention guidelines. Data backup and Disaster Recovery systems must be stable to ensure continuity of operations, system security, and redundancy.

### Specific Service Delivery Requirements

Specific program elements outlined in CareerSource Heartland Request for Proposal (RFP) for Information Technology Services, as well as specific program elements provided by the Contractor, in response to the CareerSource Heartland Request for Proposal (RFP) for Information Technology Services are incorporated into this Contract by reference.

## ATTACHMENT 3: AGREEMENT FOR PAYMENT

### **Invoicing for Cost Reimbursement**

To receive payment for services performed under this Contract, Contractor must submit a monthly invoice to CSH outlining negotiated and allowable costs. The Contractor's costs are detailed in Concertium's Prepared Quote/Managed IT Contract and incorporated into this Contract.